THE U.S. FOREST SERVICE AND THE U.S. GENERAL SERVICES ADMINISTRATION INVITES YOU TO PARTICIPATE IN PURCHASING PROPERTY IN ONE OF THE MOST BEAUTIFUL AND ENCHANTING AREAS OF THE SOUTHWEST!

Sedona ADMINISTRATIVE SITE

This sale consists of 2 separate parcels, a 14.17 acre parcel (Parcel A) and a 6.84 acre parcel (Parcel B). Bids will also be accepted for the entire 21 acre property (Parcel A&B). The property is located at 250 Brewer Road, Sedona, Arizona and is near the "Y" intersection of Highways 179 and 89A in the heart of "Red Rock Country." Sedona is approximately 114 miles north of Phoenix and 29 miles south of Flagstaff.

Auction Summary

Sale Type: Online Auction

Start Date: March 7, 2005

End Date: Based on Bidding

Suggested Parcel A: \$1,500,000 Opening Bid: Parcel B: \$1,000,000

Parcels A&B: \$2,500,000

RegistrationParcel A:\$150,000Deposit:Parcel B:\$150,000

Parcel A&B: \$300,000

Bid Increment: \$50,000.00

Inspection February 11, 2005 10a-2p Opportunities: February 26, 2005 10a-2p

For More Sales Information

David Haase, Realty Officer 1-888-472-5263 (GSA-LAND), ext. 3426

e-mail: david.haase@gsa.gov

Send Bid Form & Registration Deposit to:

U.S. General Services Administration Office of Property Disposal (9PR) 450 Golden Gate Avenue, 4th Floor East San Francisco, CA 94102-3400 Attn: David Haase, Realty Officer

Web Page

http://propertydisposal.gsa.gov Click on state of Arizona to view and download Property sales information

Online Auction

www.auctionrp.comRegister and submit your bid

Need More Online Auction Information?

Contact Gina Arias-Arrieta

1-888-472-5263 (GSA-LAND), ext. 3431 e-mail: gina.arias-arrieta@gsa.gov

24-hour Bid Hotline Recording

Call Toll Free 1-888-472-5263

(888-GSA-LAND), Enter Property Code

Parcel A - 198 Parcel B - 199 Parcel A&B - 200

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1. LOCATION AND SETTING

The Property is located at 250 Brewer Road in the city of Sedona, 114 miles north of Phoenix via Interstate 17 and Arizona Highway 179 and 29 miles south of Flagstaff via Highway 89A.

Sedona was established in 1902 and has evolved from a rural community into one of Arizona's premier tourism, recreation, resort, retirement, and art centers, while maintaining its unique small-town character. Nestled at the base of red sandstone cliffs, with visually-inspiring red rock formations and the beauty and diversity of Oak Creek Canyon, Sedona is known world wide as a tourist destination. Sedona's diversity offers something for everyone, from world-class resorts to small family-run motels, fine dining, outstanding shops and varied art galleries.

Located in the high southwestern desert under the rim of the Colorado Plateau, Sedona is blessed with four mild seasons, plenty of sunshine and clean air. The scenic beauty and mild climate makes sightseeing, bird watching, hiking, golfing, swimming, horseback riding, and jeep touring year-round activities.

2. SALE PARCEL DESCRIPTION

Parcel A consists of 14.17 acres and Parcel B consists of 6.84 acres. The 21-acre property is also offered for sale in its entirety (Parcel A&B).

Parcel A is vacant except for a concrete water tank. Parcel B includes several structures. Eight existing structures (see Exhibit "A") will be conveyed to

the successful bidder. Nine structures including a double-wide modular office and eight small storage sheds will be removed when the Forest Service vacates the site in April 30, 2006 (see Paragraph 8). The buildings were constructed beginning in 1918 and the late 1990s with materials ranging from wood frame, masonry block, steel, fiberglass, and sheet metal. The buildings to remain on Parcel B total approximately 7,303 square feet. Two buildings have historical significance and must be maintained in accordance with the City of Sedona's Historic Preservation Ordinance (see Paragraph 10).

3. DRIVING DIRECTIONS

From Phoenix: Take I-17 North. Take the AZ-179 exit (Exit 298) towards Sedona and travel approximately 14 miles. Turn left on Ranger Road. Turn left on Brewer Rd. Ranger station is on left at 250 Brewer Rd.

From Flagstaff: From I-40 and I-17, take I-17 South for approximately 3 miles. Take Exit 337-AZ-89A towards Sedona. Follow 89A south for approximately 25 miles. Turn left on Brewer Rd. Ranger station is on left at 250 Brewer Rd.

4. ACCESS

Both parcels have legal access from Brewer Road, and lie within one block of US Highway 179 and 89A.

5. LEGAL DESCRIPTION

See Exhibit "B" for Legal Description for each Sale Parcel and Exhibit "C" for Plat Map.

6. ASSESSOR'S PARCEL NUMBER

The Property has not been assigned an assessor's parcel number since it is owned by the United States of America.

7. EXISTING EASEMENTS AND RESERVATIONS

The Parcels will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rightsthe easements, of-way, and reservations, rights and covenants reserved by the Grantor herein.

Exhibit "D" identifies known reservations, easements and special use permits and/or rights of prior use, which will be recognized by easements, executed by the non-Federal party in favor of the outstanding rights holders on the Property.

8. TEMPORARY RESERVATION

The U.S. Forest Service, will reserve an outstanding right of use for a specified land area and facilities within a portion of Parcel B consisting of 4.27 acres (see Exhibit "C", Plat Map), until April 30, 2006. At that time the Forest Service will vacate the property with all right, title and interest to this land and appurtenant structures automatically passing to the purchaser. As the Forest Service vacates the property eight storage structures and the double-wide modular office located on the 4.27 acres will be removed from the site. During the period of this use the Forest Service will continue to pay all utility and maintenance expenses. Access to the reserved property by the successful bidder will not be unreasonably restricted. After the sale the purchaser will be allowed full access to the reserved portion of the property subject only to reasonable advance notice to allow for scheduling of timely access, especially to the interior of the buildings.

9. UTILITIES

Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Electricity: APS (602) 371-7171
Telephone: Qwest (800) 603-6000
Gas: Unisource Energy Co. (800)352-3010
Sewer: City of Sedona (928) 204-7205
Water: AZ Water Company (928) 282-5555

10. HISTORIC STRUCTURES

North Office Annex (Historic The House) Ranger's and the Shop/Warehouse (Historic Barn) located on Parcel B are eligible for listing on the National Register for Historic Places. Both have been Designated Landmarks and the successful bidder will need to comply with Article 15 (Historic Preservation Ordinance) of the City of Sedona Development Code for any future alterations or changes in the appearance of the buildings or their immediate setting.

The purchaser of parcel B will also be required to develop a legal instrument such as a preservation easement to insure these historic structures are maintained. This instrument is subject to approval of the Forest Service within 90 days of award. The grantee must be a publicly-supported, tax exempt,

nonprofit organization whose purpose includes the preservation and conservation of historic buildings. NO claim(s) for any allowance or deduction regarding this requirement will be considered after bid opening.

Article 15 of the City of Sedona
Development Code is available for
review and download at:
propertydisposal.gsa.gov. The entire
Development Code, including Article 15,
is available at: www.SedonaAZ.gov.

Information about preservation easements can be found at www.nationaltrust.org/law/easements. For additional information on this historic preservation requirement, please contact:

Mr. Pete Mourtsen Coconino National Forest U.S. Forest Service 928-527-3414

11. EXISTING ENCROACHMENT

An encroachment has been identified within a portion of the NW corner of Parcel B, north of Brewer Road. The encroachment impacts a small strip of land approximately 142 feet long and 5 feet in width totaling approximately 700 square feet (see Exhibit "C", Plat Map). The Forest Service is presently working with the adjacent property owner to resolve this encroachment through a sale under the authority of the Small Tracts Act. This sale will be completed prior to sale of Parcel B. Upon completion of a survey and the Small Act sale the final description and acreage for parcel B will be adjusted to except out the identified instrument area from the conveyance. NO claim(s) for any allowance or deduction regarding this encroachment will be considered after the bid opening.

12. FLOODPLAIN

Approximately 1.6 acres of the NE corner of Parcel B is within a 100-year floodplain. The area is delineated on the FEMA Flood Map and is associated with the Soldier Wash (see Exhibit "C") and a nearby unnamed wash.

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Instructions to Bidders and Environmental Notices and Covenants, and any provisions of the Bid For Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

2. DESCRIPTION PROVIDED IN IFB

The description of the property set forth in the IFB and any other information provided therein with respect to said property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of

the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

Approximately 4.27 acres of the Property is currently occupied by the Red Rock Ranger Station. The remainder of the Property is vacant and is available for inspection at any time without General Services a Administration or a U.S. Forest Service representative. However, interested parties are encouraged participate in one of the inspection opportunities conducted by Forest Service personnel. Interested parties will be provided existing structures for access to inspection.

Inspection Opportunities:

Friday, February 11, 2005 10am - 2pm Saturday, February 26, 2005 10am -2pm

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and NO claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening.

5. ZONING

The subject property is located within the City of Sedona, Arizona and is subject to the conditions of the Sedona Community Plan other applicable development regulations. About 13 acres of Parcel A is currently zoned as single family/medium density residential with the remainder of the 21.4 acres (a portion of Parcel A and all of Parcel B) currently zoned as public/semi public uses. Exhibit "E" provides an illustration of the existing zoning.

The City of Sedona has done some conceptual "blue sky" planning for the general area where this property is located. Other possible uses of the property were identified during this process. The community has expressed interest in public uses for a portion of the site associated with the historic buildings and town square concept. Prospective bidders are encouraged to contact the City of Sedona to obtain information about the "blue sky" planning concepts for the area.

Verification of the present zoning and permitted determination of thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard The Government does not quarantee that any zoning information is necessarily accurate or will remain Any inaccuracies or unchanged. changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sale For more information, agreement. please contact the City of Sedona:

Mr. John O'Brien, Director Community Development Department 102 Roadrunner Drive Sedona, AZ 86339 928-204-7123

6. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 days.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the property, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees shall be borne solely by the successful bidder.

8. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, deposit. together with anv payments subsequently made account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

9. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by Government ("Seller") and a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

10. TITLE EVIDENCE

Any title evidence which may be desired by the successful bidder will be procured by him at his/her sole cost and expense. The Government will, however, cooperate with the successful bidder or his/her authorized agent in connection, and will permit this examination and inspection of such deeds, abstracts, affidavits of title, judgments condemnation in proceedings, other documents or relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

11. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed. The Government does not pay for title insurance but the

Purchaser is encouraged to acquire a title insurance policy from a local title company.

12. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date, said date to be not later than one hundred-twenty (120) calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for reasonable amount of time for purposes of preparing necessary conveyance documents.

The Government does not mandate use of a particular title company. However, the successful bidder may, and is encouraged to, open an escrow account with a local title company.

13. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest oneeighth percent (1/8%) as of the date of bid acceptance. The Government

reserves the right to refuse a request for extension of closing.

14. CONTRACT

The Invitation for Bid, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be only by the succeeded instruments of transfer, unless modified in writing and signed by both No oral statements representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of Government. assignment Any transaction without such consent shall be void.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

- a) All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.
- b) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and

documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA at the following address:

GSA Office of Property Disposal (9PR) 450 Golden Gate Avenue, 4th Floor San Francisco, California 94102-3400 Attn: Clark Van Epps, Director

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the property offered in the IFB.

18. ANTI TRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The may Government rescind the bid, in acceptance of any case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

ONLINE AUCTION INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction starts on Monday, March 7, 2005 at 9:00 a.m. PST and will be conducted online at www.auctionrp.com.

2. TYPE OF SALE

This sale will be an online auction conducted via the Internet. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Paragraph 11, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. the bidders Thus, determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

4. SUGGESTED OPENING BID

Bids may be submitted individually for each parcel or for both parcels together. All bids will be considered on their own merit. The high bid for each parcel will be compared to the high bid for the entire property, if any. An award will be made in the best interest of the Government.

The suggested opening bid is \$1,500,000.00 for Parcel A, \$1,000,000.00 for Parcel B, \$2,500,000.00 for Parcels A & B.

The suggested opening bid amounts do not represent the value of the property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

5. REGISTRATION DEPOSIT

a) A registration deposit in the amount of \$150,000 for each parcel (Parcel A or B) or \$300,000 for both Parcel A and B, must accompany your Bidder Registration and Bid Form in form of a cashier's check, certified check, or credit card (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. To register to bid and if you are prepared to make an initial bid, please complete the enclosed Bidder Registration and Form for Bid Purchase of Government Property and send to:

GSA Office of Property Disposal (9PR) 450 Golden Gate Avenue, 4th Floor San Francisco, California 94102-3400 Attn: David Haase, Realty Officer

- b) Please make your check or money order payable to: "U.S. General Services Administration".
- c) Deposits by credit card may be made over the Internet by following the instructions on the online auction site: www.auctionrp.com or by using the enclosed Registration Deposit by

Credit Card form. Only upon GSA's verification of your registration deposit will you be allowed to bid online or by submission of a written bid.

- d) Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of the bid.
- Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within one hundred - twenty (120) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- f) Appropriate registration deposits accompanying bids that are rejected will be returned to bidders without interest.
- g) Registration deposits received from the two highest bidders will be held as stipulated in Paragraph 14, Backup Bidder. All other registration deposits will be returned.

6. BIDDER REGISTRATION AND BIDS

a) Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the forms in this IFB.

- b) The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Form must be signed and dated.
- c) To register online, bidders must return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

7. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. If you do not register online, a User ID and password can be assigned to you. The User ID must be on the bid form when submitting bid increases by mail. The User ID number will be used to identify the bidders on the recorded hotline and our auction web on page, www.auctionrp.com.

8. BIDDING IN GENERAL

- a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. They may also submit increased bids to GSA in person, by U.S. mail or private delivery services. By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.
- b) Bids must be submitted without contingencies.
- c) Bids by mail that are not submitted on GSA forms will be rejected.

9. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction web site at www.auctionrp.com. New bids and auction closing information will be posted to this site.

Bidders may also review the property information at our Home Page propertydisposal.gsa.gov.

Bidders may also call our 24-hour bid hotline at 1-888-472-5263 (GSA-LAND) and enter the Property Code to hear the current high bid.

Property Code

Parcel A: 198
Parcel B: 199
Parcel A&B: 200

The online auction site is updated immediately when new bids are received. The bid hotline and GSA Internet Home Page will be updated

each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal business hours.

Bidders will be notified via the auction web site and the hotline recording when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 1-888- 472-5263 (GSA-LAND), ext. 3426 or ext. 3431. Bidders are urged to pay close attention to the auction web page and recording, which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

10. INCREASING YOUR BID

If you learn from the auction web page or the recorded message that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be at least Fifty Thousand Dollars (\$50,000.00) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted bid, bidders may use one of the following methods: in person, U.S. mail, private delivery online services, or at www.auctionrp.com. In the event that

two bids of equal value are received via U.S. Mail, on-line, etc., the first bid received will be recognized.

11. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the auction web page www.auctionrp.com and on the GSA bid hotline recording. On that date, if no increased bid is received by 3 p.m. Pacific Time (PT), then bidding will close at 3 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3 p.m. PT on that day. There is no advantage to waiting until the last minute to bid.

12. BID EXECUTED ON BEHALF OF BIDDER

- a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer

signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

13. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

14. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% Subsequently of the purchase price. the bid deposit of the second-high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or secondhiahest bidder. the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

15. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

16. NOTICE OF ACCEPTANCE OR REJECTION

Government Notice by the of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized the representative at fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

17. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

NOTICES AND COVENANTS

1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

In September 2004, the U.S. Forest Service prepared an Environmental Assessment (EA) and issued a Finding of No Significant **Impact** (FONSI) statement to comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations. The EA discloses the indirect. and cumulative environmental impacts that would result from the proposed sale of the Property and alternatives proposed action.

Copies of the EA and FONSI are available for review and download at <u>propertydisposal.gsa.gov</u>.

2. HAZARDOUS SUBSTANCE NOTIFICATION

- (A) Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. $\S9620(h)(3)(A)(i)$, and based upon a complete search of agency files, the United States gives notice that an undetermined amount of hazardous substances, including pesticides, paint and petroleum products have been stored on the property from 1908 through the present. All hazardous substances stored on the property will be removed when the Grantor (U. S. Forest Service) vacates the property.
- (B) Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this

conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

- (1) This covenant shall not apply:
- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.
- (1) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related

expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.
- (C) Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the

installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

3. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

- (A) Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing Lead poisoning in lead poisoning. young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.
- (B) Grantee hereby is informed and does acknowledge that LBP is presumed to exist in buildings and structures on the Property. A lead-based paint (LBP) Lead Inspection and Risk Assessment (Oct. 23, 2003) determined the presence, locations, and concentrations of LBP on five of the structures at the

property, including the Ranger Station Office building, the Shop/Warehouse (Historic Barn) building, and the North Office Annex (Historic Ranger's House) building.

The Lead Inspection and Risk Assessment report for this testing indicated the presence of LBP at or above HUD Title X threshold levels, on the Ranger Station Office building, the Shop/Warehouse (Historic Barn) building, and the North Office Annex (Historic Ranger's House) building. Grantor has completed LBP abatement to the interior and exterior of the North Office Annex (Historic Ranger's House) and to the exterior of the Shop/Warehouse (Historic Barn).

(C) Grantee covenants and agrees for itself, its successors and assigns and every successor in interest in the Property herein described, or any part thereof, as a covenant running with the land that in its use and occupancy of the Property, it will comply with all applicable Federal, State and local laws relating to LBP. Grantee acknowledges that Grantor assumes no liability for damages for personal injury, illness, disability, or death to Grantee or any other person, including members of the general public, arising from or incident the purchase, transportation, to removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, arising after the conveyance of the Property from Grantor to Grantee regardless of whether the Grantee has properly warned, or failed to warn, the persons injured.

4. ASBESTOS CONTAINING MATERIALS (ACM)

- (A) Bidders are warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health (OSHA) Administration and Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases. which include certain cancers and which can result in disability or death.
- (B) Bidders are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. disposal agency will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

Inspections were performed by the U.S. Forest Service in early 1993. The inspections included laboratory testing to determine the presence, location, and concentrations of asbestos

containing material (ACM) and were performed on the Ranger Station Office building, the Shop/Warehouse (Historic Barn) building, and the North Office Annex (Historic Ranger's House) building. The inspection report for the Ranger Station Office building indicates the presence of ACM in certain locations in the masonry walls, dry wall, floor tile, mastic, and duct tape in the restrooms, and the black roof mastic on the roof.

- (C) No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- (D) The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Grantee against the Grantor including, without limitation. any claim for allowance, refund, or deduction from the purchase price.

- (E) The Grantor assumes no liability for damages for personal injury, illness, disability or death, to the Grantee, or to the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the transportation, purchase, removal. handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- (F) The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

5. FLOOD PLAIN NOTIFICATION

To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988. Floodplain Management, dated May 24, 1977, construction, development and other uses of the Property could be restricted by the standards and criteria of the National Flood Insurance Program of the Federal Emergency Management applicable Agency, or other regulations.

6. NO HAZARD TO AIR NAVIGATION

The Grantee covenants for itself, its successors and assigns and every successor in interest to the Property here described, or any part thereof, that in connection with any construction, alteration on the Property, it will obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration (FAA), in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

EXHIBIT "A"

PROPERTY IMPROVEMENTS (Parcel B)

Building	SF	Built	Construction
North Office Annex (Historic Ranger Station)	815	1918	Wood Frame
Shop/Warehouse (Historic Barn)	2616	1936	Wood Frame
Ranger Station Office	2029	1959	Wood Frame & Masonry Block
Modular Office	560	1990	Steel
Paint Storage Shed	71	1960	Wood Frame
Storage Shed	300	1985	Sheet Metal
North Carport	576	1960	Wood Frame
Trailer Pad Carport	336	1982	Wood Frame
Total	7303		

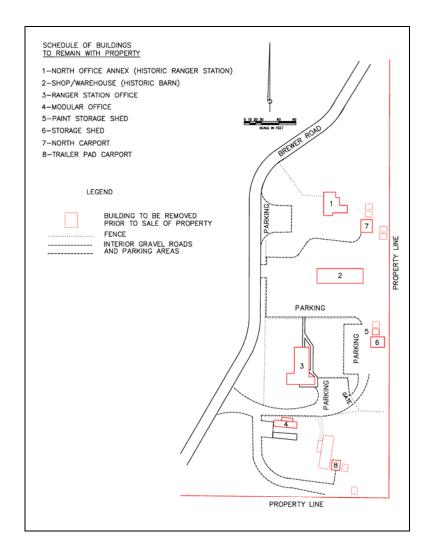


EXHIBIT "B"

LEGAL DESCRIPTION

Parcel "A"

Section 7, T17N, R6E, Gila and Salt River Meridian, Coconino County, Arizona W½NE¼NW¼NW¼SW¼SE¼, NW¼NW¼NW¼SW¼SE¼, S½NW¼NW¼SW¼SE¼, SW¼NW¼SW¼SE¼, W½SW¼SW¼SE¼, SE¼SW¼SW¼SE¼, W½SW¼SE¼SW¼SE¼ and those portions, if any, of S½NW¼SE¼SE¼SW¼SE¼, S½NE¼SW¼SE¼SW¼SE¼, SE¼SW¼SE¼SW¼SE¼, and SW¼SE¼SE¼SW¼SE¼ that lie west of the centerline of Brewer Road containing approximately 14.17 acres.

Parcel "B"

Section 7, T17N, R6E, Gila and Salt River Meridian, Coconino County, Arizona E½SW¼NE¼SW¼SE¼, SE¼NE¼SW¼SE¼, E½SE¼NE¼SW¼SE¼, E½SE¼NE¼SW¼SE¼, E½W½SE¼NE¼SW¼SE¼, NE¼NW¼SE¼SE¼SW¼SE¼, E½E½SE¼SW¼SE¼, and those portions, if any, of S½NW¼SE¼SE¼SW¼SE¼, S½NE¼SW¼SE¼SW¼SE¼, SE¼SW¼SE¼SW¼SE¼, and SW¼SE¼SE¾SW¼SE¼ that lie east of the centerline of Brewer Road containing approximately 6.84 *acres with the southern 4.27 acres lying east of Brewer Road reserved for use by the USA through April 30, 2006.

* The pending Small Tracts Act sale will slightly modify this description with a resulting acreage estimated to be approximately 6.82 acres.

EXHIBIT "C"

PLAT MAP

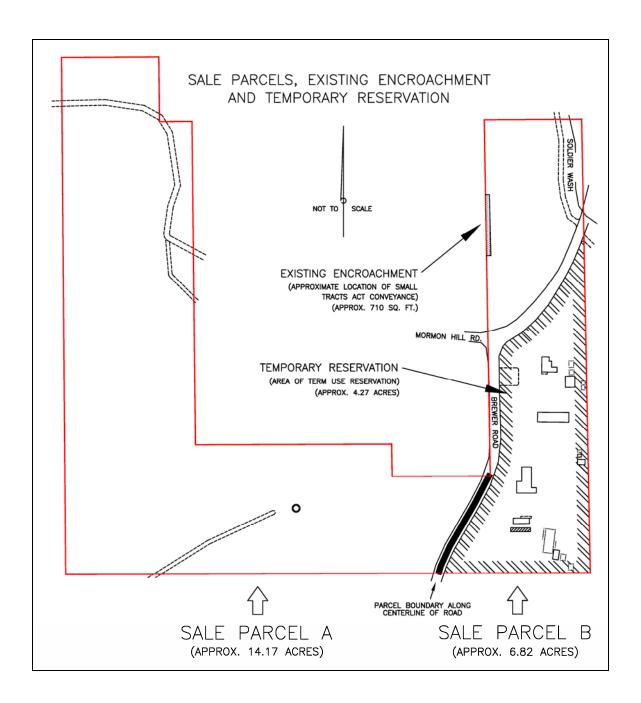


EXHIBIT "D"

RESERVATIONS, EASEMENTS AND SPECIAL USE PERMITS

Reservation by the United States:

EXCEPTING AND RESERVING to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States according to the provision of the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

The conveyance deed for the Property will contain a "term" deed reservation for approximately 4.27 acres of Parcel B for continued full use by the U.S. Forest Service, Coconino Forest, Red Rock Ranger District until April 30, 2006.

Existing Easement

An easement for buried natural gas pipeline rights-of-way, 5 feet wide, 2.5 feet each side of centerline, as they cross portions of SW1/4SE1/4 (within the Old U.S. Highway 89A R/W and within the Brewer Road R/W) section 7, T. 17 N., R. 6 E., documented in United States Department of Interior Right-of-Way Grant No. AR-034398 to Southern Union Gas Company dated January 1, 1966. [Note: Right-of-Way AZAR-034398 was assigned by the USDI Bureau of Land Management to Citizens Utilities Company on August 9, 1995. The sale of Citizens Communications Company's gas assets to UNS Gas, Inc., a wholly-owned subsidiary of UniSource Energy Services occurred on August 11, 2003.]

Special Use Permits

Special Use Permits and/or rights of prior use, which will be recognized by easements, executed by the non-Federal party in favor of the outstanding rights holders on the Property.

1) Existing county road right-of-way (Brewer Road) 66 feet wide, 33 feet each side of centerline, over and across a portion of SW1/4SE1/4 sec. 7, T. 17 N., R. 6 E. authorized under a Special Use Permit dated March 2, 1949, to the Coconino County Board of Supervisors.

Note: Reference Easement for Highway Purposes dated September 11, 1989, recorded September 22, 1989, Coconino County, Docket 1300, Pages 908-910, for alignment of Brewer Road on property conveyed to the Flagstaff Unified School District No. 1. Also reference Flagstaff Public Schools Sedona Elementary School Boundary Plat by Arizona Engineering Company drawing dated October 9, 1985, Job No. 550005, Drawing No. 739, for alignment of Brewer Road and junction of L.D.S. easement with Brewer Road; and reference Revised Results of Survey, A Dependent Resurvey of a Portion of Section 7, T. 17 N., R. 6 E., date revised May 19, 1992 by Lescher & Mahoney, recorded May 29, 1992, Coconino County, Book 9, Page 91.

2) Existing drainage (48" Corrugated Metal Pipe) right-of-way, 90 feet in length, 8 feet wide, 4 feet each side of centerline, over and across a portion of SE1/4SW1/4SE1/4 sec. 7, T. 17 N., R. 6 E. authorized under a special Use Permit dated March 2, 1949, to the Coconino County Board of Supervisors.

[48" Corrugated Metal Pipe for drainage purposes from Brewer Road to non-federal land]

3) An easement for buried natural gas pipeline rights-of-way, 5 feet wide, 2.5 feet each side of centerline, as they cross portions of SW1/4SE1/4 (within the Old U.S. Highway 89A R/W and within the Brewer Road R/W) section 7, T. 17 N., R. 6 E., documented in United Sates Department of Interior Right-of-Way Grant No. AR-034398 to Southern Union Gas Company dated January 1, 1966.

[Note: Right-of-Way AZAR-034398 was assigned by the USDI Bureau of Land Management to Citizens Utilities Company on August 9, 1995. The sale of Citizens Communications Company's gas assets to UNS Gas, Inc., a wholly-owned subsidiary of UniSource Energy Services occurred on August 11, 2003.]

- 4) Existing waterline rights-of-way, 20 feet wide, 10 feet each side of centerline, as they cross portions of SW1/4SE1/4 (the Rolling Hills Waterline within the Old U.S. Highway 89A R/W and the Brewer Road Waterline within the Brewer Road R/W) section 7, T. 17 N., R. 6 E. authorized under a Special Use Permit dated December 18, 2000, to the Arizona Water Company.
- 5) Existing powerline rights-of-way, 20 feet wide, 10 feet each side of centerline, over and across portions of SW1/4SE1/4 section 7, T. 17 N., R. 6 E. authorized under a Master Special Use Permit dated April 14, 1997, to Arizona Public Service Company.
- 6) Existing communication line rights-of-way, 20 feet wide, 10 feet each side of centerline, over and across portions SW1/4SE1/4 section 7, T. 17 N., R. 6 E. authorized under a Master Special Use Permit dated February 5, 2004, to Qwest Corporation.
- 7) Existing cable television rights-of-way, 10 feet wide, 5 feet each side of centerline, over and across portions of SW1/4SE1/4 section 7, T. 17 N., R. 6 E. authorized under a Special Use Permit dated August 12, 1996, to News Press Gazette (NPG) Cable of Arizona, Inc. dba Flagstaff Cablevision and dba Sedona Cablevision.
- 8) Existing sewer transmission pipeline rights-of-way, 10 feet wide, 5 feet each side of centerline, over and across portions of SW1/4SE1/4 section 7, T. 17 N., R. 6 E. authorized under a Special Use Permit dated April 13, 1992 to the City of Sedona.

[14" diameter force-main within the utility corridor that parallels the Brewer Road right-of-way, and across a portion of the Old U.S. Highway 89A R/W; and an 8" diameter lateral across a portion of the Property connecting the Les Springs subdivision to the sewer line on Brewer Road.]

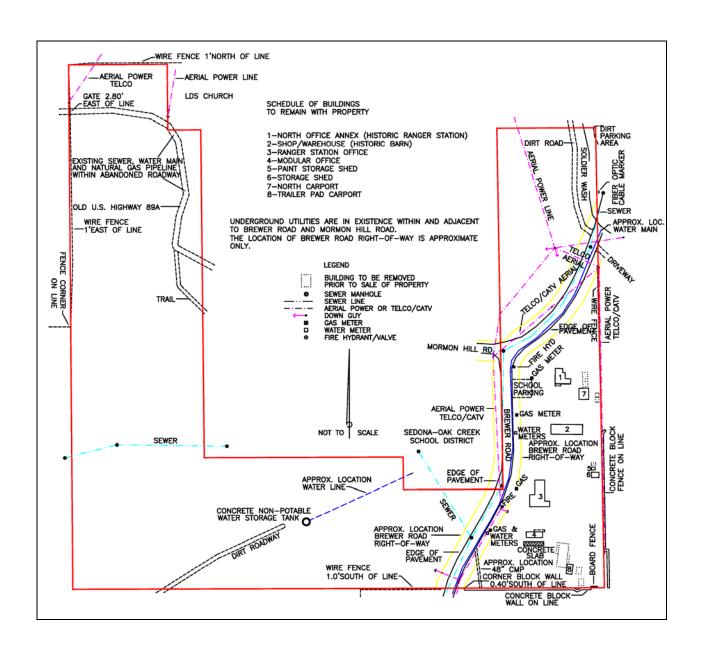
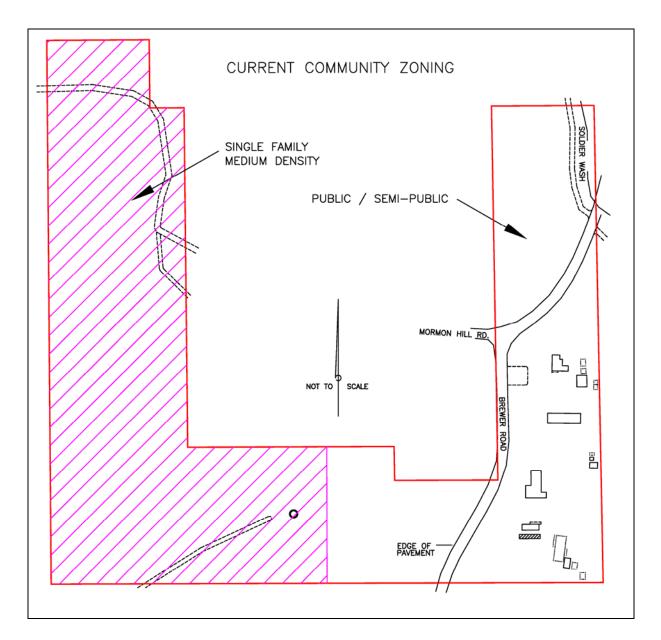


EXHIBIT "E"

EXISTING ZONING



FOR ILLUSTRATION PURPOSES ONLY

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sale agreement.

SEDONA ADMINISTRATIVE SITE

21 Acres <u>+</u> (2 Parcels)

REGISTRATION DEPOSIT BY CREDIT CARD

U.S. General Services Administration Office of Property Disposal Division (9PR) 450 Golden Gate Avenue, 4 th Floor East San Francisco, CA 94102-3434 Attn: David Haase	(415) 436-	7402 RATION D	SUBMITTED BY FAX: DEPOSIT: \$150,000.00 \$150,000.00 \$300,000.00					
By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Online Auction Instructions , Page 9 and 10 , Paragraph 5 , Registration Deposit Terms . In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below. PLEASE PRINT OR TYPE LEGIBLY First and Last Name:								
Address:								
City:		State	Zip					
Check type of credit card to be charged:	■ Visa		■ MasterCard					
Name as it appears on card:								
Credit Card Number:			Exp. Date:					

Phone () _____ Fax: () _____

SEDONA ADMINISTRATIVE SITE

21 Acres <u>+</u> (2 Parcels)

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

SEND THIS FORM TO:		THIS FORM MAY BE SUBMITTED BY FAX: 415-436-7402		
Office of Pro 450 Golden	Il Services Administration perty Disposal Division (9PR) Gate Avenue, 4 th Floor East co, CA 94102-3434 Haase	CHECK ONE:	☐ INCREASED BID	
accompanying calendar day No 9PR-200	gned bidder hereby offers and agreing Invitation for Bids, for the bid privs after the date of receipt. This Bi 4-198, including its Property Descript of Sale, including any amendment of this bid.	ice entered below, if this bid d Form is made subject to t iption, General Terms of Sa	I is accepted within ninety (90) he provision of Invitation for Bids ale, Instructions to Bidders and	
REGISTRAT DEPOSIT:	FION ☐ Parcel A \$150,000	☐ Parcel B \$150,000	□ Parcel A&B \$300,000	
BID AMOUN	NT:\$			
BID AMOUN	IT SPELLED OUT:			
In the event	this bid is accepted, the instrument	t of conveyance should nan	ne the following as Grantee(s)	
	ove the manner in which title is to common, Community Property). In			
BIDDER RE	PRESENTS THAT HE/SHE OPER	RATES AS (check which a	pplies):	
□ A partner□ A limited□ A corpora	ship consisting of liability partnership consisting of ation, incorporated in the State of liability corporation, incorporated in acting for	the State of		
PLEASE CO	OMPLETE THE FOLLOWING:			
Name:				
Address:				
City:		State:	Zip:	
Phone: ()	Fax: _()		
E-mail:				
Signature		D	ate	

SEDONA ADMINISTRATIVE SITE

21 Acres + (2 Parcels)

CERTIFICATE OF CORPORATE BIDDER